

Amendment of Oil, Gas, and Mineral Lease

State of Texas

Counties of Tarrant and Denton

Witnesseth:

Whereas,

Jack Crowley, Elizabeth Jan Crowley Bechtel and David Cleveland Crowley (the "Crowley Lessors") have executed that certain Oil, Gas and Mineral Lease dated August 12, 2001, to Greg D. Brinkley, a copy of which is recorded in Volume 4931, Page 1812 of the Deed Records of Denton County, Texas and as Instrument No. D203174561 of the Deed Records of Tarrant County, Texas (the "Crowley Lease").

Patricia Ann Steinmetz and Beverly Kay Lewis (the "Clark Lessors") are the successors to Waunita L. Clark, who executed that certain Oil, Gas and Mineral Lease dated August 12, 2001, to Greg D. Brinkley, a copy of which is recorded in Volume 4931, Page 1803 of the Deed Records of Denton County, Texas and as Instrument No. D203174562 of the Deed Records of Tarrant County, Texas (the "Clark Lease")

Donald Edward Brinker and Donna Brinker Harper (the "Brinker Lessors") are the successors to Laura Beth Brinker, who executed that certain Oil, Gas and Mineral Lease dated August 12, 2001, to Greg D. Brinkley, a copy of which is recorded in Volume 4931, Page 1807 of the Deed Records of Denton County, Texas and as Instrument No. D203174564 of the Deed Records of Tarrant County, Texas (the "Brinker Lease").

Hillwood Alliance Operating Company, L.P. ("Hillwood") succeeded to the interest of Greg D. Brinkley in the Crowley Lease, the Clark Lease and the Brinker Lease (collectively, the "Leases"). Quicksilver is the successor to Hillwood and currently owns the Leases.

Whereas,

it is the desire of the Crowley Lessors, the Clark Lessors, the Brinker Lessors and Quicksilver (collectively the "Parties") to amend the Leases.

Now therefore,

in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby amend the Leases by adding the following paragraphs:

28) The Crowley Lessors, the Clark Lessors, and Brinker (collectively, the "Lessors") and Hillwood have heretofore entered into that certain Settlement Agreement dated effective February 7, 2008, covering various matters related to the Leases. Quicksilver is the successor to Hillwood with respect to the Settlement Agreement. Pursuant to paragraph 4 of the Settlement Agreement, Quicksilver would be obligated to commence actual drilling operations on at least one horizontal well on lands covered by the Leases on or before February 7, 2011. The Lessors hereby agree that paragraph 4 of the Settlement Agreement shall be amended such that Quicksilver's obligation to commence such actual drilling operations shall be extended through February 7, 2012.

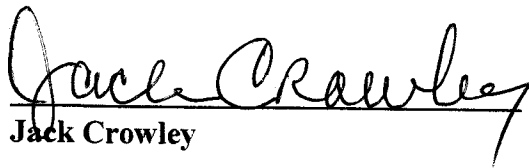
29) In the event that Quicksilver forms the Alliance Airport KS Unit substantially as shown on Exhibit "A" hereto, each Lessor hereby consents to the inclusion therein of all of the lands covered by his or her respective Lease. In no event will less than all of the lands covered by the Leases be included in a formed unit. Notwithstanding paragraph 5 of each Lease no partial release of any of the lands covered by the Leases is allowed. Quicksilver or their successors may release all of the lands covered the Leases.

30) In such event, the provisions contained in paragraph 4 of each Lease shall be in full force and effect with respect to the formation of such unit, the operations conducted thereon and the calculation and payment of royalties attributable to production therefrom.

31) Except as set forth herein, all of the provisions of the Settlement Agreement and each of the Leases (including, without limitation, the nullity of the pooling provision in each Lease with respect to the formation of any pooled unit other than the Alliance Airport KS Unit) shall remain in full force and effect.

32) Paragraph 6 of each of the Leases is amended to remove the words "whether or not" in front of the words "paying quantities." The word "production" in this lease means production in paying quantities.

Executed this 17th day of September, 2010.


Jack Crowley

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

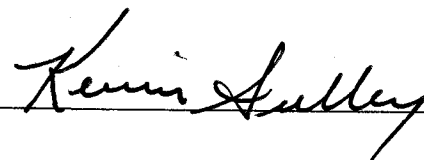
Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

By:  _____

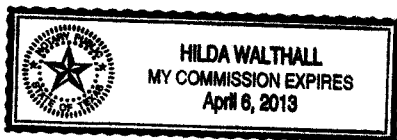


Acknowledgements

State of Texas

County of Rains

This instrument was acknowledged before me on the 21st day of September 2010, by **Jack Crowley**.



Hilda Walthall
Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____ 2010, by **Elizabeth Jan Crowley Bechtel**.

Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____ 2010, by **David Cleveland Crowley**.

Notary Public, State of Texas

Jack Crowley

Elizabeth Jan Crowley Bechtel

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

By: *Kenneth Sully* *sg*
_____ *we*

Acknowledgements

State of Texas

County of _____

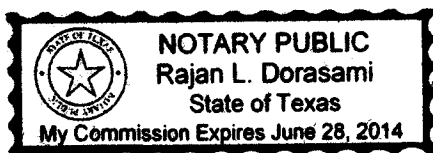
This instrument was acknowledged before me on the _____ day of _____
2010, by **Jack Crowley**.

Notary Public, State of Texas

State of Texas

County of Tarrant

This instrument was acknowledged before me on the 22 day of September
2010, by **Elizabeth Jan Crowley Bechtel**.



[Signature]
Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____
2010, by **David Cleveland Crowley**.

Notary Public, State of Texas

Jack Crowley

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley
David Cleveland Crowley

Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

By: *Kenneth Sully* _____

SS
me

Acknowledgements

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____
2010, by **Jack Crowley**.

Notary Public, State of Texas

State of Texas

County of _____

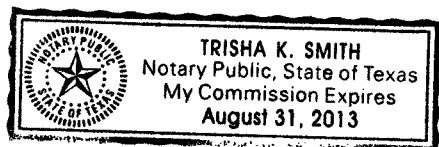
This instrument was acknowledged before me on the _____ day of _____
2010, by **Elizabeth Jan Crowley Bechtel**.

Notary Public, State of Texas

State of Texas

County of Tarrant

This instrument was acknowledged before me on the 21st day of September
2010, by **David Cleveland Crowley**.



Trisha K. Smith
Notary Public, State of Texas

Jack Crowley

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

Beverly Kay Lewis
Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

By: *Kevin Sully* _____

sg
me

State of Texas

County of _____

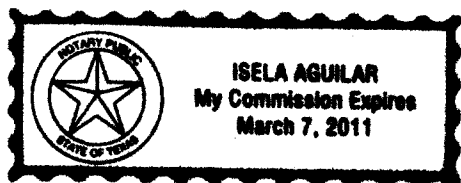
This instrument was acknowledged before me on the _____ day of _____
2010, by **Patricia Ann Steinmetz**.

Notary Public, State of Texas

State of Texas

County of Collin

This instrument was acknowledged before me on the 23 day of Sept
2010, by **Beverly Kay Lewis**.



Isele Aguilar
Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____
2010, by **Donald Edward Brinker**.

Notary Public, State of Texas

Jack Crowley

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

Beverly Kay Lewis

Patricia Ann Steinmetz

Patricia Ann Steinmetz

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

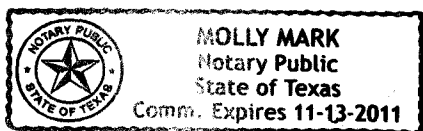
By: *Kevin Gullett*

gg
we

State of Texas

County of Collin

This instrument was acknowledged before me on the 22 day of September 2010, by **Patricia Ann Steinmetz**.



Molly Mark
Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____ 2010, by **Beverly Kay Lewis**.

Notary Public, State of Texas

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____ 2010, by **Donald Edward Brinker**.

Notary Public, State of Texas

Jack Crowley

Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker
Donald Edward Brinker

Donald Edward Brinker

Donna Brinker Harper

Quicksilver Resources, Inc.

By: *Kenneth Sully*_____

sg
me

State of Texas

County of _____

This instrument was acknowledged before me on the _____ day of _____
2010, by **Patricia Ann Steinmetz**.

Notary Public, State of Texas

State of Texas

County of _____

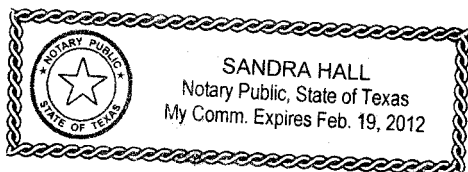
This instrument was acknowledged before me on the _____ day of _____
2010, by **Beverly Kay Lewis**.

Notary Public, State of Texas

State of Texas

County of Dallas

This instrument was acknowledged before me on the 21 day of September
2010, by **Donald Edward Brinker**.



Sandra Hall
Notary Public, State of Texas

Jack Crowley

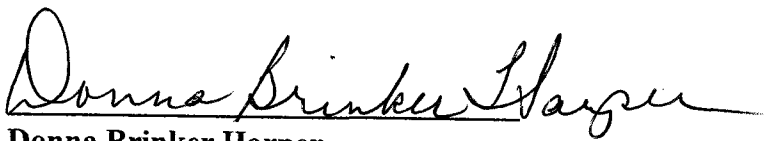
Elizabeth Jan Crowley Bechtel

David Cleveland Crowley

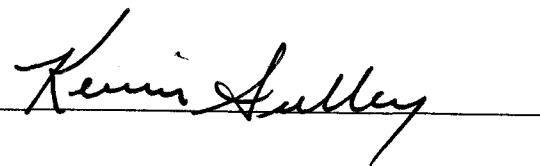

Beverly Kay Lewis

Patricia Ann Steinmetz

Donald Edward Brinker


Donna Brinker Harper

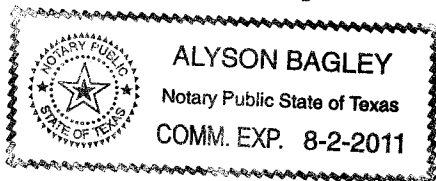
Quicksilver Resources, Inc.

By:  

State of Texas

County of GREGG

This instrument was acknowledged before me on the 23 day of September 2010, by **Donna Brinker Harper**.

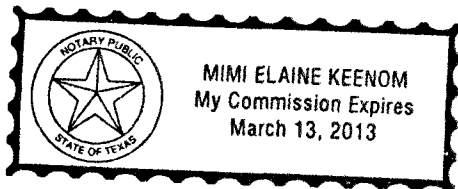


Alyson Bagley
Notary Public, State of Texas

State of Texas

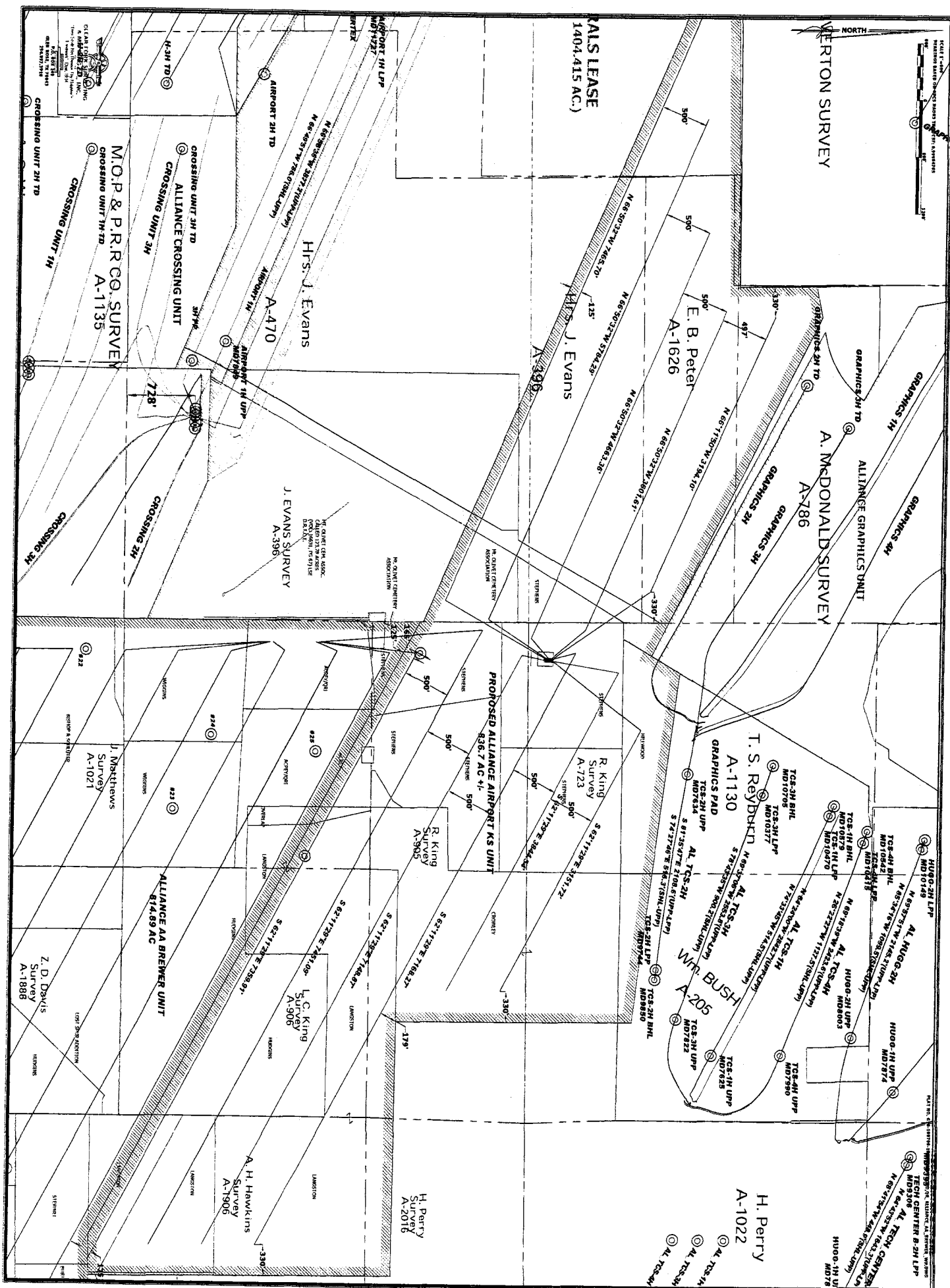
County of TARRANT

This instrument was acknowledged before me on the 17th day of September 2010, by **Kevin Sulley**, Attorney-in-Fact for **Quicksilver Resources, Inc.** on behalf of said entity.



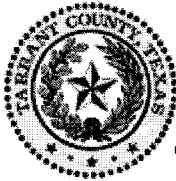
[Signature]
Notary Public, State of Texas

Return to:
Stacy Gumbert
Quicksilver Gas
801 Cherry St
Suite 3700 Unit 19
FW TX 76102



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER GAS
STACY GUMBERT
801 CHERRY ST #3700 UNIT 19
FT WORTH, TX 76102

Submitter: TRISHA D TORREZ

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 10/6/2010 10:40 AM

Instrument #: D210246669

OPR

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PGS

\$80.00

By: _____

Suzanne Henderson

D210246669

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN